

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-170
ANNUAL REQUIREMENTS FOR
RESPIRATORY SERVICES FOR LANCASTER MANOR

DATE: September 2, 2003

CONTRACT PERIOD: Sept. 1, 2003 thru Aug. 30, 2006

CONTRACTOR: Helget, Inc.
dba Capital Medical
8609 "F" Street
Omaha, Nebraska 68127

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Thomas C. Victor
Telephone No.: 402/484-7373
FAX No.: 402/484-7198
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT SIGNED AUGUST 19, 2003

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

C03-0429
FILED 8/14/03

C-03-0429
PURCHASE
Original Contract to: Contractor
Lancaster Co. Clerk - Public File
County Agency - Lancaster Manor

FILED

AUG 14 2003

LANCASTER COUNTY CLERK

CONTRACT DOCUMENTS

**LANCASTER
COUNTY**

NEBRASKA

FOR

RESPIRATORY AND RELATED SERVICES
SPECIFICATION #03-170
FOR
LANCASTER MANOR

CONTRACTOR: Helget, Inc. d/b/a
Capital Medical (Lincoln, NE)

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 11 day of Aug, 2003, by and between Helget, Inc. d/b/a Capital Medical, 145 So. 66th Street, Lincoln, NE 68510 hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Respiratory and related services, including: staff, training, supplies, equipment and delivery to/for Lancaster Manor, 1001 South Street, Lincoln, NE.

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud the proposer's names, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal and clarification correspondence, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation for prescription and non-prescription items shall be in compliance with Nebraska Department of Public Welfare published fee schedule.
2. Contractor shall provide qualified staff available on-call 24 hours a day, 7 days per week, with call back within 15 min. of receiving the page.
3. Contractor will supply on site equipment if necessary to Lancaster Manor for use in treatment to the Manor Residents.
4. Contractor shall deliver medications and supplies at mutually agreeable, prearranged times. A minimum of 3 times per week.
5. And other standard and special services, supplies and equipment as listed in the Bid specifications and Contractor's response **Attachments #1 & #2.**

The Contractor agrees to (a) furnish all respiratory services, equipment, supplies, superintendence, transportation, and other accessories, consulting services, and facilities;

(b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof. The Specifications, Contractor's Proposal and any clarification correspondence shall become part of this contract agreement, as follows:

Specification 03-170. Respiratory and Related Services for Lancaster Manor, Lincoln, NE including Contractor's Accepted Proposal

- A. INDEPENDENT CONTRACTOR:** It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *independent contractor* for all purposes and *in all situations*.
- 1a. As an independent contractor, the contractor shall be responsible for all required reporting and income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income tax, withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
 - 2a. Each party shall be responsible for its own negligence and the negligence of its employees.
- B. EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status.
- 1b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin.
 - 2b. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

RFP Spec. #03-170. Respiratory Services for Lancaster Manor, Lincoln

The Work included in this Contract shall be for the annual requirements beginning **September 1, 2003 through (36 consecutive months), August 30, 2006**. Optional 3

year renewal from Sept. 1, 2006 through (36 additional consecutive months), Aug. 30, 2009.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal (Response dated July 7th, 2003) - **Attachment #2**
3. The Contract Agreements
4. The Specifications for RFP #03-170 - **Attachment #1**
5. The Standard Specifications
 - a. General Information
 - b. Specific Information
6. The Insurance Requirements for all County Contracts - **Attachment #3**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

David W. Johnson
Lancaster County Attorney

James A. [Signature]
Chairperson, Board of Commissioners 8/19/2009

EXECUTION BY CONTRACTOR

IF A CORPORATION:

HEGEL INC. DBA CAPITAL MEDICAL
Name of Corporation

8609 F STREET OMAHA, NE 68127
Address

ATTEST:

Jean Soares
(SEAL)
Secretary

By [Signature]
Duly Authorized Official

DIRECTOR
Legal Title of Official



CAPITAL MEDICAL'S SAMPLE SUPPLY PRICING

Listed below is a list of sample products. Indicate the contract pricing on these items, along with the period for which the prices are to remain firm.

	PRICE	UNIT	COMMENTS
1. Aspirator/Suction Machine	\$25.00	per month	Plus Disposables
2. CPAP Compressor Only	\$45.00	per month	
3. Pulse Oximeter (for facility)	\$25.00	per month	
4. Conserving Device for Portable Gas	\$15.00	per month	
5. Percussor	\$25.00	per month	
6. Aqua K Pad	\$10.00	each	\$25.00 - Pump/mo.
7. Control III	\$ 8.00	per bottle	
8. E Cylinder Refill	\$ 7.50	per each	
9. Liquid Oxygen	\$.70	per lb.	
10. Liquid Oxygen Liberator (Stationary)	\$ 35.00	per month	
11. Liquid Oxygen Portable	\$ 25.00	per month	
12. Oxygen Concentrator	\$ 75.00	per month	
	\$ 40.00	per 2 wks or less	
13. Nebulizer	\$ 10.00	per month	

FIRM PRICE CLAUSE: (Proposer must Check One)

- a) Bid prices firm for the full contract period (3 yrs.): _____
- b) Bid prices subject to escalation/de-escalation: ☒ (see "Section II", 2.2.2)
- If (b), state period for which prices will remain firm: Through 2006.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

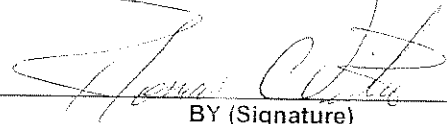
Helget, Inc. dba Capital Medical
COMPANY NAME

145 South 66th Street
STREET ADDRESS or P.O. BOX

Lincoln, NE 68510
CITY, STATE ZIP CODE

(402) 484-7373
TELEPHONE NO.

(402) 484-7198
FAX NO.


BY (Signature)

Thomas C. Victor
(Print Name)

Director
(Title)

July 7, 2003
(Date)

470544136

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER